

WIRELESS INTERCONNECTION AGREEMENT
TDS TELECOM - WISCONSIN

This Agreement is made effective on the 1st day of December 2000, between the TDS TELECOMMUNICATIONS CORPORATION subsidiaries or affiliates identified on Appendix A attached hereto and made a part hereof (collectively TDS TELECOM), and New Cell, Inc., a Wisconsin corporation with its principal place of business located at 450 Security Blvd., Green Bay, Wisconsin ("CELLCOM").

The TDS TELECOM Companies are local exchange carriers in Wisconsin. CELLCOM is a commercial mobile radio service carrier operating in Wisconsin. TDS TELECOM and CELLCOM desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

SECTION I
SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements between CELLCOM's network in Wisconsin and TDS TELECOM's network in Wisconsin. The exchange of non-local traffic between other portions of TDS TELECOM's network and CELLCOM's network shall be accomplished using the existing toll telephone network. The designations "local" and "non-local" shall be as defined by federal law for the purpose of the exchange of wireless traffic.

SECTION II
TRAFFIC EXCHANGE

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable local transport and termination rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed party shall pay a late charge on the unpaid amounts that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither party shall bill the other for traffic that is more than one (1) year old, with the exception of traffic that pre-dates the effective date of this Agreement.

SECTION III INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

SECTION IV LIABILITY

A.

Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified party.

B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

C.

The liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

SECTION V ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

SECTION VI TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate one (1) year after the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without

notice to either party, except that either party may elect not to renew and terminate by giving the other party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.

SECTION VII THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

SECTION VIII GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Wisconsin. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Wisconsin.

SECTION IX ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties. If any provision of this Agreement is invalidated or modified as a result of any order or finding by the FCC, the Wisconsin Public Service Commission or a court of competent jurisdiction, the Parties shall negotiate in good faith any modifications to this Agreement that may be required as a result of such order or finding.

SECTION X NOTICE

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CELLCOM to:

Business Name: New-Cell, Inc. d/b/a Cellcom
Mailing Address: P.O. Box 19079
Shipping Address: 450 Security Blvd.
City/State/Zip Code: Green Bay, WI 54307-9079
Attention:- Jim Lienau
Contact Phone Number: (920) 617-7101
Fax Number: (920) 617-7329

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CELLCOM to:

Business Name: New- Cell, Inc. d/b/a Cellcom
Mailing Address: P.O. Box 19079
Shipping Address: 450 Security Blvd.
City/State/Zip Code: Green Bay, WI 54307-9079
Attention: Rhonda Kouba
Contact Phone Number: (920) 617-7062
Fax Number: (920) 617-7319

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation
Mailing Address: P. O. Box 22995
Shipping Address: 9737 Cogdill Road, Suite 230
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for Shipping)
Attention: Director - Carrier Relations
Contact Phone Number: (865) 966-4700
Fax Number: (865) 966-4720

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation
Mailing Address: P.O. Box 5158
City/State/Zip Code: Madison, WI 53705-0158
Attention: Accounting Center
Fax Number: (608) 664-4996

or to such other location as the receiving party may direct in writing.

CELLCOM shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Appendix A for company list).

SECTION XI ASSIGNMENT

Either Party may assign this Agreement upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stocks of either of the parties. Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party without the consent of the other Party.

SECTION XII MISCELLANEOUS

This Agreement is not an interconnection agreement under 47 USC 25 1 (c). The parties acknowledge that TDS TELECOM is entitled to a rural exemption as provided by 47 USC 25 1 (f) and TDS TELECOM does not waive such exemption.

SECTION XIII SS7 SIGNALING

CELLCOM and TDS TELECOM agree to interconnect their SS7 (Signaling System 7) networks either directly or through third parties. CELLCOM and TDS TELECOM further agree to exchange ISUP (Integrated Services Digital Network User Part) and TCAP (Transaction Capabilities Application Part) messages. The parties agree

to set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the parties have a legitimate signaling relation. The parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither party shall bill the other party for exchange of TCAP messages when TCAP is used to support CLASS end user service features (switch to switch TCAP). This provision shall not be construed to require TDS TELECOM to convert its networks to ss7.

TDS Telecommunications Corporation, (not individually but as agent for the TDS TELECOM affiliates identified on Appendix A)

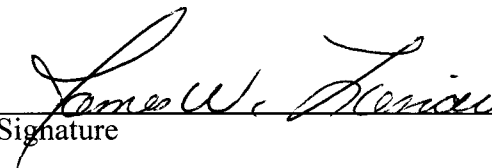
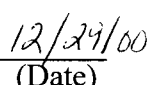
Signature (Date)

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

New Cell, Inc.

Signature (Date)

Printed name and title:

James W. Lienau

Vice President of Corporate Technical Services

Signature Page to Wireless Interconnection Agreement between TDS Telecommunications Corporation (Wisconsin Cos.) and New Cell, Inc. dated the first day of December 2000, relating to the exchange of Local Traffic.

APPENDIX A
Local Transport and Termination Rates and Billing Procedures

The parties shall reciprocally and symmetrically compensate one another for local traffic terminated to their respective customers at the rates set forth below:

<u>COMPANY</u>	<u>\$/MOU</u>
Burlington, Brighton & Wheaton Telephone Company	.0079
Badger Telecom, Inc.	.0235
Black Earth Telephone Company, Inc.	.0124
Bonduel Telephone Company	.0140
Central State Telephone Company	.0164
EastCoast Telecom, Inc.	.0134
Grantland Telecom, Inc.	.0147
Midway Telephone Company	.0150
Mt. Vernon Telephone Company	.0074
Riverside Telecom, Inc.	.0121
The Scandinavia Telephone Company	.0176
Southeast Telephone Company of Wisconsin, Inc.	.00957
Stockbridge & Sherwood Telephone Company	.0132
Tenney Telephone Company	.0125
UTELCO, Inc.	.0168
Waunakee Telephone Company, Inc.	.0080

TDS TELECOM shall obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by CELLCOM and terminating to TDS TELECOM. This report information shall be used by TDS TELECOM for billing CELLCOM for traffic terminating to TDS TELECOM. CELLCOM may obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by TDS TELECOM and terminated to CELLCOM. This report information may be used by CELLCOM for invoicing TDS TELECOM for terminating traffic to CELLCOM.

If CELLCOM elects not to order a traffic report from the tandem operator, the parties agree to the following principles for billing terminating usage to one another:

1. TDS TELECOM shall bill for 100% of the traffic originated by CELLCOM and terminated to TDS TELECOM.
2. COMPANY shall calculate estimated TDS TELECOM terminating traffic to COMPANY and bill TDS TELECOM for 25% of MOU in 1. above

Either party may bill on a monthly, quarterly, semi-annual or annual basis.

The parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the parties. Either party may perform an audit of the other party's billing information related to terminating minutes of use of the billed party. The parties agree that such audits shall be performed no more than one time per calendar year. Each party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited party during normal business hours.

Either party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

Transport and termination of non-local traffic shall be billed per applicable access tariff.